



Plattsburgh, New York

Randal J. Stone
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-561-5965
Fax: 518-561-8236
stoner@cityofplattsburgh-ny.gov

MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Fire Chief, Randal Stone

DATE: January 22, 2015

RE: Fire and Ambulance Responses

For this two week period: Thursday, January 8, 2014 to Wednesday, January 21, 2015
our Department has responded to the following:

Fire Calls

37

- 4 excessive heat/scorch burns
- 12 system activations
- 6 EMS assist
- 10 MVA
- 2 smoke/odor removal
- 2 water/steam leak
- 1 overheated motor

Ambulance Calls **94**

Mutual Aid by CVPH **18**



2015 COMPLAINTS

Friday, January 16, 2015

12:45:25 PM

| DATE RECEIVED | COMPLAINT INT # | CALLER | CALLER ADDRESS | STREET # | STREET ADDRESS | PROPERTY OWNER | DESCRIPTION OF COMPLAINT | INSPEC TION DATE | INSPECTION REPORT | CORRECT ON DATE |
|------------------|--------------------|-------------|------------------------------|-------------|----------------------|------------------------------|--|------------------------|---|--------------------|
| 01/5/2015 | 001-2015 | ANON | NORTH STREET | 7 | NORTH STREET | | COUCH OUT NEAR ROAD | | | |
| 01/5/2015 | 002-2015 | DEFOE | SOUTH CATHERINE | 5062 | SO. CATHERINE ST. | KEL PROPERTIES | SHEETROCK IN HALLWAY, FIRE HAZARD | 1/8/15 | valid permit- not a fire hazard or restricting egress | |
| 01/6/2015 | 003-2015 | MONETT E | DRAPER AVENUE | 19 | DRAPER AVENUE | DICROCE | GARBAGE CONTAINERS CONTINUE FRONT OF PROP. | | | |
| 01/6/2015 | 004-2015 | MONETT E | DRAPER AVENUE | 129 | BROAD STREET | MOUNTAIN HARBOUR PROP. | GARBAGE CONTAINERS CONTINUE, GARBAGE ALL OVER, 3 FLOOR OCCUPIED? | | | |
| 01/6/2015 | 005-2015 | LECLAIR | EVAN | 2 | TYRELL AVE. | PHA | MOLD IN 2 BEDROOMS AND BATHROOM, HOUSING SAID NOTHING THEY CAN DO | | | |
| 01/7/2015 | 006-2015 | WOODS | 134 MARGARET | 134 | MARGARET ST.#201 | RANDY CARTER | MOLD ALL OVER FROM 2 HUGE LEAKS, OWNER NOT CLEANED. OPEN CEILING | | | |
| 01/6/2015 | 007-2015 | DEFOE | 5062 SO. CATHERINE NED | 5062 | SO. CATHERINE ST. | KEL PROPERTIES | SHEETROCK IN HALLWAY, FIRE HAZARD | | | |

| DATE RECEIVED | COMPLAINT # | CALLER | CALLER ADDRESS | STREET # | STREET ADDRESS | PROPERTY OWNER | DESCRIPTION OF COMPLAINT | INSPECTION DATE | INSPECTION REPORT | CORRECTIVE DATE |
|------------------|-------------|----------------|-------------------|-------------|-------------------|----------------------------------|---|--------------------|---|--------------------|
| 01/8/2015 | 008-2015 | DOWDLE | | 135 | BROAD ST. | | PARKING ON LAWN | | ON HOLD (NEW LAW) | |
| 01/8/2015 | 008-2015 | DOWDLE | | 182 | RUGAR ST | | PARKING ON LAWN | | ON HOLD (NEW LAW) | |
| 01/9/2015 | 009-2015 | PRIMAR D | | 94 | MILLER ST | R&T ESTATES PROPERTIES LLC | GARBAGE IN BAGS ON PROPERTY | 1/9/15 | PILE OF GARBAGE BAGS BACK YARD | 1/9/15 |
| 1/9/2015 | 010-2015 | PRIMAR D | | 90 | MILLER ST | ESTATE OF WAYNE YOUNG | GARBAGE BAGS IN FRONT YARD (VACANT HOUSE) | 1/9/15 | GARBAGE BAGS IN FRONT YARD | 1/9/15 |
| 1/14/2015 | 011-2015 | LATINVI LLE | | 143a | BRINKERHOFF ST | LATINVILLE, JAMES | GARBAGE ALL OVER APARTMENT | | | |
| 1/15/2015 | 012-2015 | DURKIN | 4 FLAGLAR DR. | 6 | FLAGLAR DR. | CHAMPAGNE, PAUL | CHIMNEY SMOKE INDOOR NUISANCE | | | |


CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

"Dec14

| REVENUE SOURCE | CITY REVENUE | DUE OTHERS | TOTAL |
|------------------------------|-----------------|---------------|------------|
| Bingo Licenses (City) | 25-2540 | 780.00 | 780.00 |
| Bingo Licenses (State) | 1-0632 | 1170.00 | 1170.00 |
| Bingo License Fees 3% | 25-2540 | 121.30 | 121.30 |
| Building Permits | 25-2555 | 879.00 | 879.00 |
| Circus License | 25-2502 | 0.00 | 0.00 |
| City Code | 12-1255 | 0.00 | 0.00 |
| Code Civil Compromise | 26-2614 | 100.00 | 100.00 |
| Contractor Fees | 25-2557 | 25.00 | 25.00 |
| Dog Licenses | 25-2542 | 165.00 | 165.00 |
| State Neuter/Spay surcharge | | 26.00 | 26.00 |
| Extract of Records | 12-1255 | 21.85 | 21.85 |
| Game of Chance Lic. (City) | 25-2541 | 70.00 | 70.00 |
| Game of Chance Lic. (State) | 1-0632 | 105.00 | 105.00 |
| Gas Permits | 15-1540 | 275.00 | 275.00 |
| Going Out of Business Lic | 25-2509 | 0.00 | 0.00 |
| Hauler's Licenses | 25-2505 | 0.00 | 0.00 |
| Housing Code | 21-2110 | 0.00 | 0.00 |
| Impound Fees | 15-1550 | 100.00 | 100.00 |
| Interest Temp | 1124-2401 | 2.54 | 2.54 |
| Jeweler's Licenses | 25-2503 | 0.00 | 0.00 |
| Marriage Licenses | 25-2545 | 367.50 | 472.50 |
| Notary Fees | 12-1255 | 0.00 | 0.00 |
| Peddler/Vendor Licenses | 25-2503 | 0.00 | 0.00 |
| Returned Check Charges | 12-1255 | 0.00 | 0.00 |
| Sign Permits | 25-2590 | 25.00 | 25.00 |
| Specifications | T-30 | 0.00 | 45.00 |
| Special Use Permits | 21-2110 | 0.00 | 0.00 |
| Subdivision Fee | 21-2110 | 0.00 | 0.00 |
| Subdivision Ordinance | 12-1255 | 0.00 | 0.00 |
| Taxi Operator's Licenses | 25-2507 | 350.00 | 350.00 |
| Taxi Vehicle Licenses | 25-2504 | 95.00 | 95.00 |
| Tree/Stump Removal License | 25-2508 | 0.00 | 0.00 |
| Vital Statistics | 16-1603 | 4616.00 | 4616.00 |
| Zoning Ordinances | 21-2110 | 0.00 | 0.00 |
| Zoning Variances | 21-2110 | 50.00 | 50.00 |
| OTHER REVENUE | | | 0.00 |
| Riverwalk | | | |
| 1127-2753 | 0.00 | | 0.00 |
| Auditorium | | | |
| 1127-2752 | 0.00 | | 0.00 |
| Centennial Plaques | | | |
| 1127-2705 | 0.00 | | 0.00 |
| Lake Champlain Memorial | | | |
| 1127- | 0.00 | | 0.00 |
| RECOVERED FUNDS | | | |
| Telephone | | | |
| 1-1410000-4414 | 0.00 | | 0.00 |
| Postage | | | |
| 1-1410000-4470 | 5.32 | | 5.32 |
| Print & Copy | | | |
| 1-1410000-4431 | 0.00 | | 0.00 |
| DISBURSEMENTS: | \$9,323.51 | \$543.50 | \$9,867.01 |
| N.Y.S. Dept of Health | \$472.50 | Check No 1340 | |
| N.Y.S. Dept of Ag & Mkts | \$26.00 | Check No 1341 | |
| Total Paid Others: | | | \$498.50 |
| ADJUSTMENT: None | | | \$0.00 |
| Chamberlain (Spec. Deposits) | \$45.00 | Check No 1342 | |
| Chamberlain (Net Revenues) | \$9,323.51 | Check No 1343 | |
| Amount Due City Chamberlain: | | | \$9,368.51 |
| | | | \$9,867.01 |

Dated at Plattsburgh, New York


Sylvia Parrotte,
City Clerk

12-Jan-15

TRAFFIC ZONE DESIGNATION No. 954

In accordance with Chapter 253 of the Code of the City of Plattsburgh, New York, the following traffic control zone is hereby established:

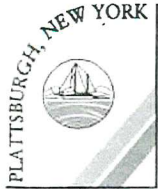
ESTABLISH LOADING ZONE AT 1 DURKEE STREET

Loading Zone shall be established between the hours of 7:00 a.m. and 7:00 p.m. each day except Sunday.

1. A person, other than a person operating a commercial vehicle, may not stop, stand, or park a motor vehicle in a loading zone.
2. A person operating a commercial vehicle may not stop, stand, or park in a loading zone for more than 30 minutes.

The establishment of this zone shall become effective upon the erection of the proper signs and pavement markings designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repelled and superseded by this traffic zone designation. All traffic zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.



Plattsburgh, New York

Building & Zoning Department
41 City Hall Place
Plattsburgh, New York 12901
Ph: 518-563-7707
Fax: 518-563-6426

January 21, 2015

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor & Common Council:

At the regular meeting of the Zoning Board of Appeals held on January 20, 2015, below please find the results of that meeting:

| <u>APPEAL</u> | <u>APPLICANT</u> | <u>REQUEST</u> |
|---------------|---|--|
| 2018 | MARY MAHER 38 PROSPECT AVENUE | CLASS B VARIANCE REQUEST TO MAINTAIN PORCH AND STAIRS IN THE FRONT YARD SETBACK GRANTED |
| 2021 | VALCOUR BREWING CO. OHIO AVENUE | SPECIAL USE PERMIT REQUEST TO OPERATE MIXED USE BUILDING POSTPONED |
| 2022 | UNITARIAN UNIVERSALIST FELLOWSHIP 64 ELM STREET | CLASS B VARIANCE REQUEST TO INSTALL AN SIGN IN A RESIDENTIAL DISTRICT POSTPONED |
| 2023 | MICHAEL RACINE 293 MARGARET STREET | CLASS B VARIANCE REQUEST TO PROVIDE LESS PARKING THAN REQUIRED IN A B1 DISTRICT GRANTED |
| 2024 | MICHAEL RACINE 293 MARGARET STREET | SPECIAL USE PERMIT REQUEST TO CONVERT COMMERCIAL BUILDING INTO ONE OR TWO BEDROOM APARTMENT GRANTED |

Sincerely,

Joseph McMahon
Building Inspector
/dn
CC: City Clerk

Agenda 1/22/2015

Carlin, Beth

From: Dave Deno <manager@battleofplattsburgh.org>
Sent: Friday, January 09, 2015 12:50 PM
To: Carlin, Beth
Cc: BOWMANS@CO.CLINTON.NY.US; Keith Herkalo; Dave Deno
Subject: PAFB Museum Remembrance Ceremony

Dear Beth:

I wanted to let you know that I did speak on the phone with Mr. Steve Bowman on December 29, 2014 and he approved and has reserved September 30, 2015 for the Plattsburgh Air Force Base Museum. As mentioned by email a couple of weeks ago, the Plattsburgh Air Force Base Museum which is operated by the Battle of Plattsburgh Association would like to do a formal ceremony in recognition of 20 years since the formal base closure on September 30, 1995. September 30, 1995 is the official date that the U.S. Air Force recognizes for the base closure. If approved by the Common Council, the ceremony would take place on September 30, 2015 in the Plattsburgh Barracks Veterans Park on the U.S. Oval near the flagpoles.

If I can answer any further questions, please feel free to contact me. Thank you again in advance for your consideration.

Best,

-Dave

Dave Deno
Museums Manager
Battle of Plattsburgh Association
31 Washington Road
Plattsburgh, NY 12903
Phone: 518.566.1814
Fax: 518.562.3534
Website: www.battleofplattsburgh.org

"Do what you can, with what you have, where you are." -Theodore Roosevelt



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Carlin, Beth

From: Derek Rosenbaum <derek.rosenbaum@gmail.com>
Sent: Thursday, January 08, 2015 8:41 AM
To: Carlin, Beth
Subject: walk of hope

Hi Beth!

So the ALS Raising Hope foundation would like to see if Saturday June 5th is still available to do the Walk of Hope that afternoon? And if so, are we able to take the same language from the initial resolution and change the date asking for the Walk to be moved from May 23rd to June 6th? Thank you o keeper of the city!

--

Derek J. Rosenbaum
NYS Certified General Appraiser
Rosenbaum Appraisal & Consulting
518-578-8159 (cell)
derek.rosenbaum@gmail.com



James E. Calnon
Mayor

41 City Hall Place
Plattsburgh, New York 12901
T: (518) 563-7701
F: (518) 561-7367
mayor@cityofplattsburgh-ny.gov

January 14, 2015

Attn: Common Council Members

THE MAYOR HANDS DOWN THE APPOINTMENT OF JOHN KANOZA TO THE CITY PLANNING BOARD TO COMPLETE THE BALANCE OF AN UNEXPIRED TERM TO BEGIN ON JANUARY 23, 2015 AND EXPIRING DECEMBER 31, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "JEC", followed by a long horizontal line extending to the right.

James E. Calnon
Mayor, City of Plattsburgh



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-536-7519
Fax: 518-563-6083
ruffj@cityofplattsburgh-ny.gov

January 14, 2015

To: Mayor Calnon and Members
Of the Common Council

Fr: Jonathan Ruff

Re: Akey Landfill Post Closure Monitoring

Each year, the City is required to perform post closure monitoring and inspection of the Akey Landfill. Attached is a proposal from B&L for providing these services. The work includes:

- Inspection of the cover and site.
- Quarterly sampling and reporting for four quarters.
- Baseline and routine analysis of numerous monitoring wells and surface water locations.

The cost for the work is \$33,000. It is respectfully requested that the Mayor be authorized to execute this agreement. The source of funds is the General Fund.

Please contact me if you have any questions.

c: Richard Marks

Celebrating over 50 years of service

January 6, 2015

Jonathan Ruff, P.E.
Environmental Manager
City of Plattsburgh
Environmental Services Department
41 City Hall Place
Plattsburgh, New York 12901

Re: Akey Road Landfill 2015 Post Closure Monitoring

File: 701.000.001

Dear Mr. Ruff:

Thank you for the opportunity to submit this proposal for the 2015 post closure monitoring at the Akey Road Landfill. This proposal is based on providing services to maintain compliance with the approved Post-Closure Monitoring and Maintenance Plan for the Akey Road landfill site. This proposal covers a total of four sampling events and includes the field sampling of groundwater monitoring wells and perimeter gas monitoring points, laboratory sample analysis, reporting of sample results and landfill cap inspections as outlined below.

During the next year, starting with the first Quarter of 2015 and ending in the fourth Quarter of 2015, Barton & Loguidice, D.P.C. (B&L) will perform the required post-closure monitoring and site inspection activities at the closed landfill. B&L will perform site environmental monitoring which includes explosive gas monitoring, groundwater and surface water sampling, and inspections of the landfill capping system on a quarterly basis. B&L will submit all the collected samples to a certified laboratory for analysis. Following the return and receipt of the analyzed data, B&L will then prepare and submit the required monitoring reports to the NYSDEC in accordance with the approved post-closure monitoring plan and Part 360 Regulations. We are proposing to utilize the services of ALS Environmental for all of the analytical analysis and reporting. A detailed scope of services to be performed is summarized below:

Scope of Services

Quarterly Sampling and Reporting

For each quarter, B&L will perform sampling at a total of seven monitoring well locations and also collect a blind duplicate and Matrix Spike/Matrix Spike Duplicate (MS/MSD) sample to verify laboratory accuracy and quality in accordance with the sampling procedures outlined in the approved Post Closure Monitoring Plan. Based on historic water quality, the turbidity levels of the samples routinely exceed 50 NTUs, requiring the collection of a soluble metal sample from each location exceeding this level. For this proposal it is assumed that this sampling will be required on all monitoring wells samples as has been required for past sampling events that we have performed. These samples will either be analyzed for baseline or routine parameters as outlined below depending on the approved sampling schedule.

The experience to

**listen.
solve.**



The power to



Jonathan Ruff, P.E.
City of Plattsburgh
January 6, 2015
Page 2

B&L staff will also perform the quarterly capping system inspection to identify any problems that may have developed and also perform the necessary site gas monitoring. Following receipt of the laboratory test results, B&L personnel will review the analytical data and prepare and submit the required monitoring report to the NYSDEC on behalf of the City.

The following is a summary of work that will be performed for each quarter as required by the approved plan:

2015 First Quarter

- Routine (1993 Part 360 Routine Parameters) analysis of the seven monitoring well locations.

2015 Second Quarter

- Routine (1993 Part 360 Routine Parameters) analysis of the seven monitoring well locations.
- Two samples will be collected at selected surface water locations and analyzed for baseline (1993 Part 360 Baseline Parameters) parameters.

2015 Third Quarter

- Baseline (1993 Part 360 Baseline Parameters) analysis of the seven monitoring well locations.

2015 Fourth Quarter

- Routine (1993 Part 360 Routine Parameters) analysis of the seven monitoring well locations.

Fee Estimate

We propose to provide these services for a lump sum fee of \$33,000.00. We have provided a breakdown of the fee for the various tasks outlined in the proposal. This proposal includes all costs associated with our laboratory subcontractor. We propose to submit invoices to the City on a monthly basis, based on the percentage of work completed. Although not anticipated, should the need arise for any additional services or samples beyond the current scope of work defined in this agreement, a separate fee estimate would be prepared for your review and approval prior to the services being performed.

| | |
|---|--------------------|
| 2015 First Quarter Sampling, Laboratory Analysis and Reporting | \$7,100.00 |
| 2015 Second Quarter Sampling, Laboratory Analysis and Reporting | \$8,900.00 |
| 2015 Third Quarter Sampling, Laboratory Analysis and Reporting | \$9,900.00 |
| 2015 Fourth Quarter Sampling, Laboratory Analysis and Reporting | <u>\$7,100.00</u> |
| Total | \$33,000.00 |





Jonathan Ruff, P.E.
City of Plattsburgh
January 6, 2015
Page 3

If this proposal is acceptable to the City of Plattsburgh, please authorize the proposal below and return one original signed copy of this letter agreement to us. This will serve as our formal notice to proceed with the required work starting with the first quarter of 2015. If you have any questions regarding this proposal or any of the post-closure monitoring requirements, please do not hesitate to contact me or Cory McDowell.

We look forward to continuing to assist the City of Plattsburgh with Engineering Services related to the closed landfill facility.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Paul R. Czerwinski, P.E.
Principal

CJM/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by City of Plattsburgh ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

[Name and Title]
[Client Name]

Date



STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

CITY OF PLATTSBURGH COMMON COUNCIL RULES FOR PUBLIC COMMENT

1. The Public shall be allowed to speak only during the public comment period of the meeting.
2. Speakers must give their name, address and organization, if any.
3. Speakers must be recognized by the presiding officer.
4. Speakers must limit their remarks to 5 minutes.
5. Speakers may not yield any remaining time they may have to another speaker.
6. Council members, with the permission of the presiding officer, may ask questions of a speaker during or after his remarks, but only for the purpose of clarification or information.
7. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the presiding officer may require that the group(s) designate not more than two spokespersons and limit the total time for public comment to 10 minutes for each point of view or side of an issue.
8. All remarks shall be addressed to the council as a body and not to any member thereof.
9. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
10. Interested parties or their representatives may address the council at any time by written or electronic communications.
11. The Common Council may by majority voice vote grant more time to a speaker or a topic.
12. If a Common Council member objects to a ruling by the presiding officer, he shall raise his objection by a motion "appealing the ruling of the chair". If the motion passes, the ruling is over ruled.



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

December 23, 2014

Honorable James Calnon
and Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**RE: CONTRACT #2013-21, SODIUM HYPOCHLORITE FOR THE
WATER POLLUTION CONTROL PLANT & WATER FILTRATION PLANT**

Dear Mayor and Councilors:

The above referenced contract expires on January 28, 2015. The contract is currently held by the Surpass Chemical Company, Inc. The contract included a provision for an additional one-year contract extension by mutual agreement. The contractor has requested that the Contract option be exercised. See the attached letter stating their request for an extension. All contract conditions and pricing will remain the same as it did during the initial contract year..

It is requested that the Common Council agrees to exercise the option and extend the contract for one-year. The contract amount for the WPCP for one-year is for an estimated quantity of 94,245 gallons at a unit price of \$0.80 per gallon. For the 2015 budget the WPCP has tentatively put in \$75,396.00 to cover the use of this chemical for the year. Additionally, 25,000 gallons has been estimated for use at the Water Filtration Plant. The bid total for both sites (Water Pollution Control and Water Filtration) is 119,245 gallons.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Melisa Lucia
Files (2)



SURPASS CHEMICAL COMPANY, INC.

INDUSTRIAL CHEMICALS WITH TECHNICAL SUPPORT

1254 Broadway, Albany, N.Y. 12204-0165 • TEL: 518-434-8101 • FAX: 518-434-2798 • Charlotte, N.C. • TEL: 800-289-8101

01/2/15

City of Plattsburgh
Water Pollution Control Plant
53 Green St.
Plattsburgh, NY 12901

December 24, 2014

Attn: David M. Powell

RE: Sodium Hypochlorite Contract #2013-21

Dear David,

Surpass Chemical Co. Inc. would like to request a one-year extension for the above referenced contract. Please let me know if this is acceptable to the City of Plattsburgh, NY.

Thanks very much for your business.

Sincerely,

Stephen J. Byrne
Vice President



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

December 23, 2014

Honorable James Calnon
and Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**RE: CONTRACT #2013-22, SODIUM THIOSULFATE FOR THE
WATER POLLUTION CONTROL PLANT**

Dear Mayor and Councilors:

The above referenced contract expires on January 28, 2015. The contract is currently held by the Thatcher Chemical Company, Inc. The contract included a provision for an additional one-year contract extension by mutual agreement. The contractor has requested that the Contract option be exercised. See the attached letter stating their request for an extension. All conditions and pricing will remain the same as it did during the initial contract year.

It is requested that the Common Council agree to exercise the option for an additional one-year contract extension. The contract amount is for one-year for an estimated quantity of 28,930 gallons at a unit price of \$2.21 per gallon. For the 2015 budget, the WPCP has tentatively put in \$63,935.00 to cover the use of this chemical for the year.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Melisa Lucia
Files (2)

Subject: Renewal of Contract Sodium Thiosulfate #2013-22

From: Ann Pavlick <Ann.Pavlick@tchem.com>

Date: 1/5/2015 9:10 AM

To: "'wpcpcpo@cityofplattsburgh-ny.gov'" <wpcpcpo@cityofplattsburgh-ny.gov>

Good Morning David:

Please accept this email as an intent to renew the contract above. I have contacted my Corp. Office to send out an official letter to your attention. You should see this very shortly.

Thank You for your continued business.

Happy New Year and Best Regards,

Ann Pavlick

Northeast Territory Sales Manager

Thatcher Company of New York

4135 Route 104

Williamson, NY 14589

(315) 589-9330 Office

(315) 589-9835 Fax

(585) 329-7231 Blackberry

The information contained in this e-mail message, and any attachments to it, contain confidential, proprietary, privileged, or otherwise secret information. If you are not the intended recipient, or believe that you may have received this email or attachments in error, any dissemination, use, review, distribution, printing or copying of the information contained in this e-mail message and any attachments to it are strictly prohibited. If you have received this communication in error, please notify us by reply e-mail or telephone and immediately and permanently delete the message and any attachments. Please include in your notice that the message and any attachments have been deleted. Thank you.



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

December 23, 2014

Honorable James Calnon
and Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**RE: CONTRACT #2013-23, LIQUID ALUM FOR THE
WATER POLLUTION CONTROL PLANT**

Dear Mayor and Councilors:

The above referenced contract expires on January 28, 2015. The contract was awarded this year to Slack Chemical Company. The contract included a provision for an additional one-year contract extension by mutual agreement. The contractor has requested that the Contract option be exercised. See the attached letter stating their request for an extension. All contract conditions and pricing will remain the same as it did during the initial contract year.

It is requested that the Common Council agrees to exercise the option and extend the contract for one-year. The contract amount for one-year is for an estimated quantity of 14,422 gallons or 38.83 dry tons, at a unit price of \$400.00 per dry ton. For the 2015 budget, we have tentatively put in \$15,532 to cover the use of this chemical for the year.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Melisa Lucia
Files (2)

Subject: Fwd: RE: WPCP LIQUID ALUM CONTRACT
From: wpcptypist <lapointeb@cityofplattsburgh-ny.gov>
Date: 12/23/2014 2:13 PM
To: wpcpcpo@cityofplattsburgh-ny.gov

----- Original Message -----

Subject: RE: WPCP LIQUID ALUM CONTRACT
Date: Tue, 23 Dec 2014 13:59:47 -0500
From: Slack Chemical <slack@slackchem.com>
To: 'wpcptypist' <lapointeb@cityofplattsburgh-ny.gov>

Mr Powell,

We are pleased to extend our contract with you. Please let me know if you require an "official" letter.

Happy Holidays!

Christa Woodward
Receptionist
Slack Chemical Co., Inc.
slack@slackchem.com

-----Original Message-----

From: wpcptypist [<mailto:lapointeb@cityofplattsburgh-ny.gov>]
Sent: Tuesday, December 23, 2014 11:16 AM
To: slack@slackchem.com
Subject: WPCP LIQUID ALUM CONTRACT

See attached letter.



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

January 16, 2015

Honorable James Calnon
and Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

RE: ^{#2014-1} ~~CONTRACT #20114-1~~ **LABORATORY SERVICES**
WATER POLLUTION CONTROL PLANT

Mayor and Councilors:

The above referenced contract expires on March 31, 2015. The contract was awarded in 2014 to Adirondack Environmental Services for the laboratory service portion of the contract, and to Endyne, Inc. for BOD/CBOD analysis of the contract. The contract included a provision for a one-year contract extension by mutual agreement. The contractors have requested that the contract option be exercised. This is the first extension for this contract and there are two other extensions available for this contract period. Each extension is for only one year only, and must be approved yearly by the City for an extension to take effect.

It is requested that the Common Council agrees to exercise the option and authorize the Mayor to execute the necessary contract agreement paperwork for this work to commence. For the 2015 budget, we have put in \$105,000 to cover the cost of all laboratory services for the year. A copy of the request for the contract extensions is attached for your information.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Bill Ellsworth
Files (2)



EXPERIENCE IS THE SOLUTION

314 North Pearl Street ♦ Albany, New York 12207 ♦ (518) 434-4546 ♦ Fax: (518) 434-0891

January 16, 2015

David Powell
WPCP Chief Plant Operator
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

**Subject: Contract Extension #1, 2014-1
Laboratory Services for WPCP
Quotation No.: 5026**

Dear Mr. Powell,

Adirondack Environmental Services, Inc. would like to express interest in renewing the contract with City of Plattsburgh, WPCP. Contract 2014-1. According to section 2.4, the contract period may be extended for three (3) additional one-year terms. We will hold the current price schedule throughout the extension.

We appreciate the opportunity to extend the contract, and to our continued relationship with the City of Plattsburgh, WPCP.

Please do not hesitate to contact me if you require further information or have any questions.

Sincerely,
ADIRONDACK ENVIRONMENTAL SERVICES, INC.

Tara Daniels

Tara Daniels
Laboratory Manager



January 6, 2015

David Powell
WPCP Chief Plant Operator
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

Dear Mr. Powell,

Endyne, Inc would like to extend the contract renewal with the City of Plattsburgh WPCP, Contract # 2014-1. We will hold the current price schedule throughout the extension of the contract.

We appreciate the opportunity to extend this contract and look forward to working with you in the future.

Please contact me if you have any questions or need more information.

Thanks,

Christina Lafountain
Laboratory Director
Endyne, Inc

www.endynelabs.com



160 James Brown Dr., Williston, VT 05495
Ph 802-879-4333 • Fax 802-879-7103

315 New York Rd., Plattsburgh, NY 12903
Ph 518-563-1720 • Fax 518-563-0052



Resolution to Establish a Snow Removal Advisory Committee

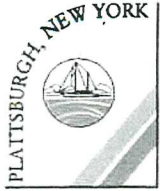
Whereas the City Charter and the City Code state that, unless an exception applies, snow shall be cleared from sidewalks 24 hours after a storm, and

Whereas, despite the due diligence of city employees to follow the procedures set up by the Charter and the Code, sidewalk clearance continues to be a matter of concern for all pedestrians, and

Whereas public input is important to the process of solving this problem, and citizen advisory committees are a valuable means of enhancing dialogue through the exchange of perspectives from diverse stakeholders, especially those who rely upon sidewalks, and

Whereas advisory bodies are able to focus on a single issue, and are able to provide, through research, recommendations to City Government in a timely fashion, now therefore

Be it Resolved that the City of Plattsburgh Common Council authorizes the establishment of a Snow Removal Advisory Committee, charged with the task to research immediate and long range solutions for pedestrian access on City sidewalks and to summarize that research and present their findings and recommendations to the Common Council. The committee of up to ten individuals will be comprised of citizen stakeholders representing a variety of perspectives of City residents who rely on sidewalks. The citizen stakeholders should include a senior, disabled citizen, youth, non-driver, property owner, business owner, school administrator or health professional. Additionally, two members of City Government will serve. Citizen stakeholders shall be appointed from a list of volunteers who will register their interest with the Mayor's office by completing an application. Two members of City Government shall select from the list of volunteers.



Plattsburgh, New York

Building & Zoning Department
41 City Hall Place
Plattsburgh, New York 12901
Ph: 518-563-7707
Fax: 518-563-6426

January 20, 2015

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Northern Adirondack Code
Enforcement Officials Association
Training**

Dear Mayor Calnon and Councilors:

Permission is hereby requested for Building Inspector Joseph McMahon, Housing Inspectors Kenneth Primard, Claude Bouchard and Kyle Burdo to attend the "Northern Adirondack Code Enforcement Officials Education Conference" in Lake Placid, New York on March 2-5, 2015 at a cost of \$1,140.00. This education conference provides mandatory training hours to retain code Enforcement Certification.

Sincerely,

Joseph McMahon
Building Inspector

/dn

CC: City Chamberlain

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)

* Established in 1987

** Chapter Member of NYSBOC since 1996

*** ICC Chapter since 2010

Northern Adirondack Code Enforcement Officials Association 20th Annual Continuing Education Conference

THE "VALUE" OF BUILDING CODES AND CODE ENFORCEMENT

SCHEDULE OF EVENTS

SUNDAY – MARCH 1, 2015

Open registration in Conference Room Area1:00 PM-5:00PM

MONDAY – MARCH 2, 2015 (7 Hours)

Open registration in Conference Room Area.....7:30 AM – 9:00 AM

Opening Remarks.....

3 hrs. The Value of Energy Efficient Envelopes (49-6449).....9:00 AM – 12:00 PM

Break for Lunch – Mackenzie’s Restaurant within the Crowne Plaza.....12:00 PM – 1:00 PM
Dessert in the vendor’s room with vendors

1 hr. New 1208 Regulation Training (John Addario).....1:00 PM-2:00 PM

2 hrs. 30 Year History of Codes in New York State (Ron Piester).....2:00 PM-4:00 PM

1 hr. Update from Albany—What to Expect in 2015 (Ron Piester).....4:00 PM-5:00 PM

Vendor Reception.....5:30 PM-6:00 PM

Annual Dinner with Entertainment and Awards.....6:30 PM

TUESDAY – MARCH 3, 2015 (7 Hours)

The Value of enforcement

1 hr. Required Submissions for a Building Permit.....9:00 AM-10:00 AM

1 hr. Engineer/Architects Required Involvement—Ken Pearl.....10:00 AM-11:00 AM

1 hr. The Value of Enforcing the Property Maintenance Code.....11:00 AM-12:00 PM
(A Forensic Architects Perspective)--Ken Pearl

TUESDAY – MARCH 3, 2015 continued

Break for Lunch – Mackenzie’s Restaurant within the Crowne Plaza.....12:00 PM – 1:00 PM
Dessert in the vendor’s room with vendors

2 hrs. The Value of Plumbing and the Code Officer.....1:00 PM-3:00 PM

2 hrs. The Value of Gas Inspections—John Williams.....3:00 PM-5:00 PM

*President’s Gathering “Pirates of Code’s Cove” on “Inspector Island”6:00 PM
(Northern Adirondack’s themed social)*

WEDNESDAY – MARCH 4, 2015 (7 Hours)

___ hr. The Value of Accessible Buildings—Dominic Marinelli.....9:00 AM-
(Accessibility Update)

1 hr. The Value of Proper Fire Dept. Access Roads & Water Supply.....11:00 AM-12:00 PM
(Dan Nichols)

Break for Lunch – Mackenzie’s Restaurant within the Crowne Plaza.....12:00 PM – 1:00 PM
Dessert in the vendor’s room with vendors

1 hr. The Value of the CEO’s Role After the Fire—Dan Nichols.....1:00 PM-2:00 PM

2 hrs. Update on the Value of Modular Building inspection—Dan Wilson.....2:00 PM-4:00 PM
(Local Issues and Concerns)

1 hr. Getting Valuable Information to Your Desk—Gary Trainor.....4:00 PM-5:00 PM
(Update on Technical Bulletins)

The Lussi Family will host a free pasta dinner for all
conference attendees to show their continued appreciation6:00 PM

THURSDAY – MARCH 5, 2015 (3 Hours)

___ hrs. The Value of the New Energy Code.....

3 hrs. New York State Mandatory Energy Code Training.....9:00 AM-12:00 PM

Farewells.....

Need to build in a Northern ADK Chapter Meeting Wed at 5:00?

*Subject to improvements

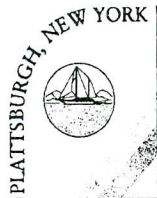
James E. Morganson
President

Edwin K. Randig
1st Vice President

Stephen Imhoff
2nd Vice President

Angela Lucey
Educational Chair

Mandatory state training



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor James Calnon

FROM: William J. Treacy, P.E., Manager 

RE: Unpaid Final Bill Account Write-off

DATE: January 20, 2015

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from ***October 1, 2013 to October 31, 2013.*** The amount of the write-off will be \$1,591.49. The percentage of write-offs for this period is .16%.

Sales for this time period were \$952,729.91.

Payments on letters sent out on final accounts for this period were \$2,834.07.

This write-off of unpaid bills represents 19 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to \$50.00 – 5 customers
\$50.01 to \$100.00 – 11 customers
\$100.01 to \$150.00 – 2 customers
\$439.66 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Final Bill Account Write-off



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held January 22nd, 2015, the following resolution was adopted:

By Councilor ; Seconded by Councilor

WHEREAS, the following resolution was adopted on January 22nd, 2015, and

WHEREAS, the Capital Expenditure Plan adopted January 9th, 2014, includes a Public Service Equipment category, and

WHEREAS, the Engineering and Planning Department is establishing a 2014 Equipment Replacement project that is included in the Capital Expenditure Plan adopted January 9th, 2014, and

WHEREAS, the cost of the 2014 Equipment Replacement project has been estimated by the Engineering and Planning Department for the costs to purchase equipment and vehicles during 2014, and is being revised for spending during 2015, as follows:

| | 2014 Capital Plan | 2014 Estimated Cost | 2015 Revised Cost |
|-----------------------------|-------------------------|---------------------------|-------------------------|
| Automobile (Recreation) | \$ 14,000 | \$ 14,000 | \$ 14,000 |
| Automobile (Recreation) | 14,000 | 14,000 | - |
| Automobile (Public Works) | 21,000 | 21,000 | - |
| Pickup Truck (Public Works) | - | - | 27,000 |
| Asphalt Heater Trailer | <u>60,000</u> | <u>60,000</u> | <u>54,000</u> |
| Total | <u>\$ 109,000</u> | <u>\$ 109,000</u> | <u>\$ 95,000</u> |
| Project Funding: | | | |
| General Fund Serial Bonds | \$ 95,000 | \$ 95,000 | \$ 68,000 |
| General Fund DPW Operations | - | - | 9,000 |
| Water Capital Reserve | 7,000 | 7,000 | 9,000 |
| Sewer Capital Reserve | <u>7,000</u> | <u>7,000</u> | <u>9,000</u> |
| Total | <u>\$ 109,000</u> | <u>\$ 109,000</u> | <u>\$ 95,000</u> |

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 22nd day of January 2015, as follows:

- 1) That, the amount of Ninety-five Thousand and 00/100 (\$95,000.00) Dollars is hereby appropriated for the Capital Project **2014 Equipment Replacement (H5110.46)** for the cost of the equipment as revised above and is hereby authorized to be expended for such purpose.
- 2) That, Sixty-eight Thousand and 00/100 (\$68,000.00) Dollars of such appropriation has been provided by Bond Anticipation Notes to be converted to Serial Bonding when appropriate, out of Ninety-five Thousand and 00/100 (\$95,000.00) authorized for borrowing through 2014 Bond Resolutions.
- 3) That, Nine Thousand and 00/100 (\$9,000.00) Dollars of such appropriation is available and will be provided by the 2015 DPW Operating Budget for appropriations.
- 4) That, Nine Thousand and 00/100 (\$9,000.00) Dollars of such appropriation is available and will be provided by the Water Capital Reserve.
- 5) That, Nine Thousand and 00/100 (\$9,000.00) Dollars of such appropriation is available and will be provided by the Sewer Capital Reserve fund.
- 6) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK